



# MCNEESE STATE UNIVERSITY REQUEST FOR BID

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

DATE	BID NUMBER
11/08/24	D2500045

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2500014	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR: (ENTER VENDOR INFO)

Return this bid to McNeese State University  
 Purchasing Department, 150 Lawton Drive,  
 Smith Hall room 120A, Lake Charles, LA 70605  
 or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 12/02/24 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		<p>Request for Sealed Bid (SB)</p> <p>*****                      *****                      THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/                      PACKAGE. PLEASE WRITE THE BID NUMBER                      ON THE ENVELOPE/PACKAGE. RETURN TO ONE OF THE                      ADDRESSES LISTED BELOW.                      *****                      *****</p> <p>Your sealed bid may be mailed or delivered by                      hand or courier service.</p> <p>-----</p> <p>NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC                      SUBMISSIONS ARE NOT ACCEPTABLE.</p> <p>-----</p> <p>*The address for mailing (U.S. Postal Service):                      McNeese State University, Purchasing Department                      Box 92415, Lake Charles, LA 70609</p> <p>-----</p> <p>**The address for hand or courier service:                      McNeese State University, Purchasing Department                      150 Lawton Drive, Smith Hall Room 120A                      Lake Charles, LA 70609</p>			

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery \_\_\_\_\_ days ARO/TERMS \_\_\_\_\_

Phone ( ) \_\_\_\_\_

All bids include prepaid delivery, F.O.B. to McNeese State University

**THIS IS NOT A PURCHASE ORDER**

TOTAL

CONTINUED

Signature \_\_\_\_\_ Date \_\_\_\_\_



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1		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>-----</p> <p>*Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Departments physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.</p> <p>**Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the McNeese Purchasing Departments physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidders chosen means of delivery. Bidder is solely responsible</p>			

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1		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.</p> <p>*****</p> <p>McNEESE STATE UNIVERSITY IS TAX EXEMPT. SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS.</p> <p>-</p> <p>* NOTE: DEADLINE FOR INQUIRIES IS AT THE END OF THE DAY <u>NOVEMBER 18, 2024.</u></p> <p>-</p> <p>SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE OUTLINING THE INSURANCE REQUIREMENTS ON THE ATTACHMENT.</p> <p>-</p> <p>ENTER <u>HOURLY</u> RATES AND CHARGES FOR LABOR REQUIRED TO REPAIR LISTED GENERATORS IN THE SECTION PROVIDED ON PAGE 15 OF "SCOPE OF WORK".</p> <p>-</p> <p>ENTER <u>YEARLY</u> RATES FOR SEMI-ANNUAL INSPECTIONS AND</p>			

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No.	Quantity	Description	Unit	Unit Price	Extension
		<b>Request for Sealed Bid (SB)</b>			
1		(Continued ...) PREVENTATIVE MAINTENANCE NEXT TO EACH GENERATOR UNIT LISTED BELOW. THE PRICE QUOTED MUST BE FOR SERVICES PERFORMED TWICE A YEAR.			
1	1	Generac - Natural Gas - 100KW. MODEL #QT10068GNSNA; SERIAL #4926655 Located at the Facilities Complex, 4406 Common St. Lake Charles, LA.	YRS		
2	1	Caterpillar - Diesel - 75KW. Model D75P3. Serial #: OLY00000KNPF03062. Located at University Police location #1 4314 Ryan Street Lake Charles, LA	YRS		
3	1	Generac - Natural Gas - 80KW Model QT08054KNSNA; Serial #4925398 Located at University Police location #2	YRS		

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No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
3		(Continued ...) 4497 Phillip Williams Dr. Lake Charles, LA			
4	1	Caterpillar - Diesel - 300KW. Model #S9L00883; Serial #C9-CAT. Located at Holbrook Cafeteria 455 Joe Dumars Dr. Lake Charles, LA	YRS		
5	1	MTU - Diesel - 900KW. 900PXC6DT Serial #: 306245-1-1-0309 Located at the Rec Complex 4150 Vernon Drive Lake Charles, LA	YRS		
6	1	Generac - Natural Gas - 60KW Model 5538530100; Serial #2084371. Located at Computer Lab/PBX 4350 Jefferson Davis Dr.	YRS		

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		Request for Sealed Bid (SB)			
6		(Continued ...) Lake Charles, LA			
7	1	Generac - Natural Gas - 80KW. Model SG0080JG189; Serial #8896203. Located at KBYS Radio Station 4120 Ryan Street Lake Charles, LA	YRS		
8	1	Generac - Natural Gas - 150KW. Model OT15068GNSNA; Serial #4926659 Located at Smith Hall 150 Lawton Drive Lake Charles, LA	YRS		
9	1	Generac - Natural Gas - 70KW. Model QT07068GNSNA; Serial #5660547 Located at Credit Union/Property Control 4390 Ryan Street Lake Charles, LA	YRS		

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		<b>Request for Sealed Bid (SB)</b>			
10	1	Generac - Natural Gas - 40KW. Model 14883550100; Serial #2118121 Located at the Parking Garage Vernon Drive Lake Charles, LA	YRS		
11	1	Generac - Diesel - 400KW Model SD400KG221250D; Serial #3000619070 Located at Chozen Hall 4435 Ryan Street Lake Charles, LA	YRS		
12	1	Caterpillar - Diesel - 480KW. Model Gen Mod 400; Serial #CAT00C13J3200245 Located at Legacy Center 700 E. McNeese Street Lake Charles, LA	YRS		

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**STANDARD TERMS & CONDITIONS TO BIDDERS**  
**FAX #337-475-5082**

**PROPOSALS:** The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

**STANDARDS OF QUALITY AND ANY ALTERNATE:** Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

**SAMPLES/DESCRIPTIVE LITERATURE:** The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

**PRICES:** Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

**BID OPENING:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

**AWARD OF BIDS:** McNeese State University reserves the right to award items separately, grouped, or on an all-or-none basis, and to reject any or all bids and waive any informalities incident thereto.

**DELIVERY FAILURE:** If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

**TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE:** McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

**SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:**

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Line Number(s): \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_  
NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES \_\_\_\_\_ NO \_\_\_\_\_

**IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:**

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

\_\_\_\_\_  
Signature & Company Name

\_\_\_\_\_  
Date



McNEESE STATE UNIVERSITY

SEMI-ANNUAL INSPECTIONS

AND

PREVENTATIVE MAINTENANCE OF

EMERGENCY GENERATOR POWER SYSTEMS

FOR BID D2500045

**DUE DATE: December 2, 2024**

**DEADLINE FOR INQUIRIES: November 18, 2024**

Bid solicitations are being accepted for a contract to provide semi-annual inspections and preventative maintenance for all diesel and natural gas powered Emergency Generator Power Systems and associated equipment on the McNeese State University campus in Lake Charles, Louisiana. The contract will begin upon award and issuance of a purchase order through June 30, 2025 for the first term.

At the option of McNeese State University and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month terms (July 1 – June 30) at the same prices, terms and conditions. Contract is not to exceed thirty-six (36) months. Both parties must agree to the extension.

The continuation of this contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation Act or Title 39 of the Louisiana revised statutes of 1950 to prevent the total appropriation for the year from exceeding revenue for that year, or for any other lawful purpose, and the effort of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

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Please print and carefully review all documents related to the "Request For Bid".

NOTE: Refer to the "Standard Terms & Conditions To Bidders", "Special Instructions", "Instructions to Bidders", "Scope of Work" and "Insurance Requirements".

.....  
PAYMENT: Payment will be made net-30 days with a University check upon receipt of an invoice. Invoices must be received by McNeese Accounts Payable in the contract year the work was done. Invoices are to be mailed to Box 92935, Lake Charles, LA 70609 or emailed to [accountspayable@mcneese.edu](mailto:accountspayable@mcneese.edu) in a timely manner.

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**SPECIAL INSTRUCTIONS:**

Unit price bid must not exceed two digits to the right of the decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure may not be considered.

In the event the University acquires or removes a generator, the right is reserved by McNeese State University to increase or decrease the amount of services at the same price per unit as indicated on the contract.

Prior to exercising the University's option to extend the contract, McNeese will determine if an extension is in the best interest of the University, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the McNeese's Procurement Director.

**INSURANCE:** Insurance shall be carried by the contractor and a certificate of insurance shall be furnished within ten (10) days after notification. The limits of such insurance shall follow the attached requirements and shall be from a company licensed to do business in the State of Louisiana (see attached insurance requirements).

**LICENSING:** Contractor shall be licensed to perform the specified services in the City of Lake Charles, the Parish of Calcasieu and the State of Louisiana. A copy of each license may be required prior to award.

Please provide Contractor's License number  
below.

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License Number

## INSTRUCTIONS TO BIDDERS

READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.

1. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
2. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS WITH A UNIVERSITY CHECK AFTER RECEIPT OF PROPERLY EXECUTED INVOICE.
3. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
4. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, STANDARD TERMS AND CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE IN INK OR TYPEWRITTEN.
5. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT [debet@mcneese.edu](mailto:debet@mcneese.edu). DEADLINE FOR INQUIRIES IS AT THE END OF THE DAY **NOVEMBER 18, 2024**.

**6. BID FORMS:**

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, THE FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID NOT SUBMITTED ON McNEESE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS AS SPECIFIED IN THE SOLICITATION, PRIOR TO TIME AND DATE INDICATED IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED THE BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE THE BID OPENING. ENTIRE BID SHOULD BE SUBMITTED.

**7. RECEIPT OF BIDS**

NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED IN ACCORDANCE WITH L.A.R.S. 44.1. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING McNEESE STATE UNIVERSITY DURING NORMAL BUSINESS HOURS.

**8. PRICES**

UNLESS OTHERWISE SPECIFIED BY McNEESE IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING ALL TRAVEL RELATED EXPENSES, SHIPPING, TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE "REQUEST FOR BID" AND ON THE PROVIDED PRICE SHEET REGARDING "HOURLY RATES AND CHARGES".

**9. TAXES**

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

**10. CONTRACT RENEWALS**

UPON AGREEMENT OF McNEESE AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS. BOTH PARTIES MUST AGREE TO THE EXTENSION.

**11. CONTRACT CANCELLATION**

McNEESE HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS:

- (A) MISREPRESENTATION BY THE CONTRACTOR;
- (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH McNEESE STATE UNIVERSITY;
- (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF McNEESE;
- (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS;
- (F) ANY LISTED REASON FOR DEBARMENT UNDER LA R.S. 39:1672.

McNEESE MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. McNEESE SHALL PAY CONTRACTOR FOR, IF APPLICABLE:

- (A) DELIVERABLES IN PROGRESS;
- (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY;
- (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

McNEESE HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS:

- (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
- (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
- (C) ANY OTHER BREACH OF CONTRACT.

**12. DEFAULT OF CONTRACTOR**

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED OR TO PROVIDE THE SERVICES AS SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE McNEESE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, McNEESE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

**13. ORDER OF PRIORITY**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD TERMS AND CONDITIONS, OR THE SPECIAL TERMS AND CONDITIONS, THE SPECIAL TERMS AND CONDITIONS SHALL GOVERN.

**14. APPLICABLE LAW**

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

**15. COMPLIANCE WITH CIVIL RIGHTS LAWS**

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE:

TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT.

ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

**16. ADA ACCESSIBILITY REQUIREMENTS**

IF APPLICABLE, THE CONTRACTOR WARRANTS IT WILL COMPLY WITH FEDERAL AND STATE DISABILITIES LAWS AND REGULATIONS AND ALSO WARRANTS THAT THE PRODUCTS AND SERVICES PROVIDED CONFORM TO THE APPLICABLE ACCESSIBILITY REQUIREMENTS OF WCAG 2.1 LEVEL AA OR THE MOST CURRENT VERSION (THE "ACCESSIBILITY STANDARDS"), SECTION 508 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT. THE CONTRACTOR AGREES TO PROMPTLY RESPOND TO AND RESOLVE ANY COMPLAINT REGARDING ACCESSIBILITY OF ITS PRODUCTS AND SERVICES. IF AT ANY TIME, PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT DO NOT FULLY CONFORM TO THE ACCESSIBILITY STANDARDS, CONTRACTOR SHALL IMMEDIATELY ADVISE THE STATE OF LOUISIANA OFFICE OF STATE PROCUREMENT (THE "STATE") IN WRITING OF THE NONCONFORMANCE AND SHALL PROVIDE THE STATE A PLAN TO ACHIEVE CONFORMANCE TO THE ACCESSIBILITY STANDARDS, INCLUDING BUT NOT LIMITED TO, AN INTENDED TIMELINE FOR CONFORMANCE. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE FROM ANY CLAIMS OR DAMAGES ARISING OUT OF ITS FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT BY McNEESE STATE UNIVERSITY.

**17. INDEMNITY**

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

22. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39: 2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

**18. FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR

SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

**CLEAN AIR ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

**ENERGY POLICY AND CONSERVATION ACT**

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

**CLEAN WATER ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

**ANTI-LOBBYING AND DEBARMENT ACT**

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

**19. SECRETARY OF STATE REGISTRATION**

IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE, LA R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

20. ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

**21. INDEPENDENT PRICE DETERMINATION**

BY SIGNING AND SUBMITTING A BID, THE BIDDER CERTIFIES THAT THE PRICE SUBMITTED WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION.

**22. E-VERIFY**

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LA R.S. 23:995 AND FEDERAL LAW PERTAINING TO E-VERIFY IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.

## **SCOPE OF WORK**

The Contractor is responsible for performing all scheduled services for the Emergency Generator Power Systems installed at McNeese State University, Lake Charles, Louisiana. These services shall include, for each generator listed on the "REQUEST FOR BID," the following:

- Semi-Annual Inspections: To be conducted twice per year and preventative maintenance according to the manufacturer's guidelines.
- Emergency Services: Must be available and provided on an as-needed basis by McNeese, 24 hours a day, 7 days a week.

## **MAINTENANCE SCHEDULE**

### ***Semi-Annual Inspections and Preventative Maintenance***

- Frequency: The Contractor is required to perform semi-annual inspections and preventative maintenance for each generator unit listed in the contract, according to the manufacturer's guidelines. These services must occur twice per year and will be scheduled by the McNeese State University Maintenance Manager or their designee.
- No Electrical Supply Interruptions: Maintenance and inspections must be conducted without causing any interruptions to the electrical supply of the buildings associated with each generator unit.

### ***Costs***

- Inclusion in Contract: All costs associated with preventative maintenance, inspections, labor, and materials shall be included in the contract.

### ***Scheduling and Operating Hours***

- Service Hours: Semi-annual inspections, maintenance, and preventative maintenance must be scheduled and performed during regular business hours:
  - Monday – Thursday: 7:30 AM – 5:00 PM
  - Friday: 7:30 AM – 11:30 AM
- Scheduling: The Contractor shall coordinate with McNeese's Maintenance Manager to schedule service. Any deviations from this schedule require prior approval from the Maintenance Manager or designee.

### ***Contractor Arrival and Service Procedures***

#### ***Pre-Service Contact***

- Notice Requirement: The Contractor must contact McNeese's Maintenance Manager at one of the following numbers at least 24 hours in advance of their arrival:
  - (337) 475-5885



- (337) 309-2811
- (337) 475-5891

#### Check-In at Facilities and Maintenance Office

- **Location:** Upon arrival, the Contractor and/or service technician(s) must report to the Facilities and Maintenance office at 4406 Common Street, Lake Charles, Louisiana.
- **Notification of Arrival:** The Contractor must notify McNeese Building Maintenance of their arrival, provide details on which generator(s) will be serviced, and obtain authorization before commencing any work.
- **Authorization Required:** Service cannot begin until the Contractor has reported their arrival and received authorization from McNeese Maintenance.

#### Completion of Service and Reporting

##### *End-of-Day Reporting*

- **Daily Report Submission:** Upon completion of each service day, the Contractor and/or service technician(s) must return to the Facilities and Maintenance location to submit a report summarizing the work completed that day. This report should detail which generators were serviced, what maintenance was performed, and any issues encountered.
- **Sign-In/Sign-Out Procedure:** The Contractor and/or technician(s) must sign in and out at the Facilities and Maintenance office on each day of service to document their arrival and departure times.

#### **SEMI-ANNUAL INSPECTION REQUIREMENTS FOR DIESEL GENERATORS**

Semi-annual inspections are critical to ensuring that diesel generators remain functional and reliable. These inspections help identify potential issues early, maintain the efficiency of the generator, and ensure that it is ready for operation in case of an emergency. Below are the detailed requirements for a semi-annual inspection:

##### **1. Visual Inspection**

- **Inspect for Leaks:** Check the generator for any signs of oil, fuel, or coolant leaks. Ensure that all seals, gaskets, and connections are secure.
- **Hoses and Belts:** Inspect all hoses and belts for wear, cracks, or slack. Replace any components that show signs of aging or damage.
- **Exhaust System:** Ensure the exhaust system is intact and free of leaks. Check for any signs of corrosion or damage that could affect performance.
- **Enclosure Inspection:** Check the generator enclosure for any signs of damage, rust, or debris. Ensure the area around the generator is clean and free of obstructions.

##### **2. Fuel System Maintenance**

- **Fuel Filter Replacement:** Replace the fuel filters to ensure proper fuel flow and prevent clogs.
- **Fuel Quality Check:** Inspect the quality of the fuel in the tank. Look for signs of contamination, such as water, sediment, or microbial growth. If necessary, treat or replace the fuel.
- **Fuel Lines Inspection:** Check all fuel lines for cracks, corrosion, or leaks. Ensure all connections are tight and secure.

### 3. Lubrication System Maintenance

- **Oil Change:** Perform an oil change based on manufacturer recommendations.
- **Oil Filter Replacement:** Replace the oil filter to ensure clean and efficient oil circulation through the engine.

### 4. Cooling System Inspection

- **Coolant Level Check:** Check the coolant level in the radiator and add coolant as necessary. Ensure the mixture of coolant and water is appropriate for the operating environment.
- **Radiator and Hoses:** Inspect the radiator, hoses, and connections for any signs of leaks, cracks, or wear. Clean the radiator if debris is obstructing airflow.
- **Coolant Quality:** Test the coolant for effectiveness and contamination. Flush and replace coolant if it has degraded or if contamination is detected.

### 5. Battery System Maintenance

- **Battery Voltage Check:** Test the battery voltage to ensure it is holding a charge. Charge or replace the battery if necessary.
- **Clean Battery Terminals:** Inspect the battery terminals for corrosion and clean them if needed. Ensure the battery is securely mounted and all connections are tight.
- **Battery Load Testing:** Perform a load test on the battery to verify its capacity to support starting and sustained operation.

### 6. Electrical System Inspection

- **Wiring and Connections:** Inspect all wiring and electrical connections for signs of corrosion, wear, or looseness. Tighten any loose connections and replace any damaged wires.
- **Control Panel Functionality:** Ensure that the control panel is working correctly. Check for any warning lights, error codes, or other issues that need attention.
- **Test Emergency Stop:** Test the emergency stop button to verify it functions properly.

### 7. Air Intake System Maintenance

- **Air Filter Inspection and Replacement:** Check the air filter for dirt and debris buildup. Replace the air filter to ensure proper air intake and engine efficiency.

- **Air Intake Piping:** Inspect air intake piping and connections for any signs of wear or damage. Ensure that there are no obstructions affecting airflow to the engine.

## 8. Exhaust System Maintenance

- **Inspect Exhaust Components:** Check the exhaust manifold, piping, and muffler for leaks, cracks, or corrosion. Ensure all mounting brackets and hangers are secure.
- **Clear Exhaust Outlet:** Ensure the exhaust outlet is clear of any blockages or obstructions.

## 9. Operational Testing

- **Test Start the Generator:** Perform a test start to ensure the generator starts smoothly and runs without issues. Listen for any unusual noises or vibrations during operation.
- **No-Load Run Test:** Run the generator under no-load conditions for at least 30 minutes. Monitor its performance, temperature, and oil pressure during the test.
- **Inspect Gauges and Indicators:** Verify that all gauges and indicators on the control panel are functioning correctly. This includes oil pressure, coolant temperature, battery voltage, and fuel levels.

## 10. Record-Keeping and Documentation

- **Document Inspection Results:** Record the results of the inspection, including any repairs, replacements, or issues noted. This information will be valuable for ongoing maintenance and compliance with any regulatory requirements.
- **Update Maintenance Logs:** Ensure that the generator's maintenance log is updated with the details of the inspection, including the date, technician's name, and any parts replaced.

## Key Points to Consider

- **Manufacturer Guidelines:** Always refer to the generator manufacturer's guidelines for specific maintenance intervals, part numbers, and technical details.
- **Professional Support:** If any issues identified during the inspection are beyond the expertise of on-site staff, contact a professional service provider to ensure the generator is repaired and maintained properly.

## **SEMI-ANNUAL INSPECTION REQUIREMENTS FOR NATURAL GAS GENERATORS**

Semi-annual inspections are critical to ensuring that natural gas generators remain functional, efficient, and ready for use in case of an emergency. These inspections help identify potential issues early and maintain the generator's overall health. Below are the required tasks for a semi-annual inspection of natural gas generators.

## 1. Visual Inspection

- **Check for Leaks:** Inspect the generator for any visible signs of gas, oil, or coolant leaks. Address any detected issues immediately.
- **Hoses and Belts:** Inspect all hoses and belts for wear, cracks, or slack. Replace any components that show signs of aging or damage.
- **Exhaust System:** Ensure that the exhaust system is intact, free from leaks, and not blocked or obstructed. Inspect for rust or corrosion.
- **General Condition:** Look for any signs of physical damage to the generator or enclosure. Ensure the area around the generator is clean and free from debris.

## 2. Fuel System Inspection

- **Check Gas Pressure:** Ensure that the natural gas pressure is within the manufacturer's recommended range for proper operation.
- **Fuel Line Inspection:** Inspect fuel lines and connections for leaks, wear, and corrosion. Tighten or replace any components as needed.
- **Fuel Quality:** Verify the quality of the natural gas supply, ensuring it meets the required standards for the generator.

## 3. Lubrication System

- **Oil Change:** Perform an oil change based on the manufacturer's guidelines.

## 4. Cooling System

- **Coolant Level Check:** Inspect the coolant level in the radiator or coolant reservoir and add coolant as needed.
- **Cooling System Inspection:** Inspect the radiator, hoses, and connections for leaks, wear, or blockages. Ensure the cooling fan is functioning properly.
- **Coolant Quality:** Test the coolant to ensure it is still effective and not contaminated. Replace if necessary.

## 5. Air Intake System

- **Air Filter Inspection and Replacement:** Inspect the air filter for dirt or debris and replace it if it is clogged or dirty to maintain optimal airflow to the engine.
- **Inspect Air Intake Piping:** Check the air intake system for cracks, loose connections, or obstructions that could hinder performance.

## 6. Electrical System

- **Battery Inspection:** Inspect the battery for corrosion, cracks, or damage. Clean the terminals and check for tight connections. Test the battery voltage and replace if it shows signs of weakness.

- **Wiring and Connections:** Check all electrical wiring and connections for signs of wear, corrosion, or looseness. Tighten or replace connections as needed.
- **Control Panel Inspection:** Ensure that the control panel is functioning properly. Check for any error codes or warning lights.
- **Test Emergency Stop:** Ensure the emergency stop button is functioning correctly.

## 7. Exhaust System

- **Inspect Exhaust for Leaks or Obstructions:** Inspect the entire exhaust system, including pipes, mufflers, and manifolds, for any cracks, leaks, or obstructions. Ensure the exhaust outlet is clear of debris.
- **Check for Corrosion:** Look for any signs of corrosion in the exhaust system and address any damaged components.

## 8. Operational Testing

- **Test Start the Generator:** Perform a test start to ensure the generator starts smoothly and operates correctly.
- **Monitor Performance Under No-Load:** Run the generator for a minimum of 30 minutes under no-load conditions. Monitor key parameters such as:
  - Voltage output
  - Oil pressure
  - Coolant temperature
  - Fuel supply and gas pressure
  - Battery charging rate
  - Frequency (Hz)
- **Listen for Unusual Noises:** Listen for any knocking, excessive vibration, or other unusual sounds during the operation of the generator.

## 9. Safety and Compliance

- **Inspect Safety Features:** Ensure all safety systems, including alarms, shut-off mechanisms, and monitoring devices, are working properly.
- **Compliance Check:** Verify that the generator complies with all relevant safety and environmental regulations, including emissions standards.

## 10. Record-Keeping and Documentation

- **Document Inspection Results:** Record the results of the inspection, including any repairs, parts replaced, and corrective actions taken.
- **Update Maintenance Logs:** Update the generator's maintenance log with details of the inspection, including the date, technician's name, and any issues identified.

- **Recommendations:** Provide recommendations for future maintenance or any follow-up work that may be required based on the inspection findings.

### **Key Points to Consider**

- **Manufacturer Guidelines:** Always follow the manufacturer's guidelines for specific inspection procedures and replacement intervals.
- **Professional Support:** If any issues are beyond the expertise of on-site personnel, contact a qualified technician for repairs or further maintenance.

## **LOAD BANK TESTING FOR DIESEL GENERATORS – ANNUAL REQUIREMENT**

**Load Bank Testing** is a critical part of maintaining the reliability and efficiency of a diesel generator. This annual test ensures that the generator can handle its full operational load and helps identify any potential issues before they arise during actual use. Here's a breakdown of what Load Bank Testing involves, why it's important, and how it should be performed.

### **Procedure for Load Bank Testing**

#### **1. Pre-Test Preparations**

- **Check Fuel Levels:** Ensure that the generator has sufficient fuel for the duration of the test. The test will place the generator under a high load, which consumes fuel at a higher rate than usual.
- **Inspect the Generator:** Conduct a visual inspection of the generator, looking for any signs of leaks, wear, or damage. Ensure all systems (cooling, fuel, lubrication) are functioning properly before starting the test.
- **Set Up Load Bank:** Connect the load bank to the generator according to the manufacturer's instructions. Ensure that all electrical connections are secure and in good condition.

#### **2. Step-by-Step Testing Process**

- **Start the Generator:** Start the generator and let it reach normal operating temperature while running under no-load conditions for a few minutes.
- **Apply Load Gradually:** Slowly apply the load from the load bank in increments, typically 25%, 50%, 75%, and finally 100% of the generator's rated capacity. Each load level should be maintained for a specified period (usually 15-30 minutes).
- **Monitor Performance:** During the test, monitor key generator parameters, including:
  - Voltage output
  - Frequency stability
  - Oil pressure
  - Coolant temperature
  - Exhaust temperature

- **Oil pressure:** Check oil pressure readings to ensure the engine is properly lubricated.
  - **Coolant temperature:** Monitor the cooling system to ensure the generator does not overheat.
  - **Exhaust temperature:** Check for unusual exhaust temperatures, which may indicate incomplete fuel combustion or other issues.
  - **Fuel system performance:** Monitor fuel supply and consumption rates to ensure efficient operation.
  - **Noise and Vibration:** Listen for any abnormal sounds or excessive vibrations that could indicate mechanical problems.
- **Step 4: Gradual Load Reduction**
    - Once the full-load test is complete, gradually reduce the load back down in reverse steps (75%, 50%, 25%) with **15-minute intervals** at each stage.
    - After all loads are removed, let the generator run with no load for an additional 10 minutes to allow it to cool down gradually before shutting it off.

### 3. Post-Test Evaluation

- **Cooling Period:** After shutting down the generator, allow it to cool and then conduct a visual inspection to check for leaks or signs of wear that may have developed during the test.
- **Final System Check:** Check and verify that the generator's fluid levels (oil, coolant, etc.) remain within acceptable limits post-test.
- **Check for Residual Issues:** Inspect the exhaust system for signs of "wet stacking" or other issues that may need attention.

### Key Metrics to Monitor During Load Bank Testing

- **Voltage Output:** Ensure that the voltage remains stable and does not fluctuate significantly under varying load conditions.
- **Frequency:** Verify that the generator maintains the correct operating frequency (typically 50 Hz or 60 Hz).
- **Oil Pressure:** Keep an eye on oil pressure to ensure the generator is properly lubricated and not under strain.
- **Coolant Temperature:** Monitor the coolant temperature to prevent overheating.
- **Exhaust Condition:** Inspect the exhaust for unusual smoke or signs of wet stacking.
- **Noise and Vibration:** Listen for any unusual noises or vibrations, which could indicate mechanical issues.
- **Fuel Consumption:** Document the rate of fuel consumption during the test to ensure the generator is running efficiently.

## Reporting and Documentation

After completing the Load Bank Test, the results must be thoroughly documented and reported. This includes:

### 1. Test Report

- **Date and Time of Test:** Document when the load bank test was conducted.
- **Load Levels and Durations:** Record the load levels applied and the duration at each stage (25%, 50%, 75%, 100%).
- **Performance Metrics:** Include voltage, frequency, oil pressure, coolant temperature, exhaust readings, and other key parameters monitored during the test.
- **Issues Identified:** Note any performance issues or irregularities discovered during the test.
- **Corrective Actions:** List any repairs or adjustments made during or after the test to address identified issues.

### 2. Follow-Up Recommendations

- **Maintenance Needs:** Provide recommendations for any additional maintenance or repairs required based on the results of the load bank test.
- **Component Replacement:** Suggest parts or components that may need to be replaced to improve performance or prevent future failures.

## Tests and Reports: (Semiannual)

### a. Sample Collection and Analysis

- **Contractor Responsibility:**
  - Collect samples of the following and send to an independent testing lab for analysis in accordance with the manufacturer's requirements:
    1. **Crankcase Oil**
    2. **Fuel**
    3. **Radiator Coolant**
- **Reporting:**
  - Submit the analysis report to the Facility Maintenance Manager within seven (7) days of sampling.
  - If additional time is needed for the report, the contractor must notify the Facility Maintenance Manager immediately.

### b. Electronic Inspection Report

- **Reporting:**



- The contractor must provide the University with an electronically generated report that includes the results of the entire inspection process.
- The report should also include recommendations for any additional parts, repairs, or services required that are beyond the scope of this maintenance contract.

### c. Technician Qualifications

- **Contractor Requirements:**

- All generator technicians must be trained and experienced to work on **all brands of generators** present on campus.
- The contractor must have all the necessary equipment required to perform the services outlined in the contract.

This testing and reporting framework ensures that all maintenance, testing, and required documentation are performed in accordance with the facility's needs and industry standards. It also helps maintain compliance and ensures that generators are ready for operation when required.

## **EMERGENCY SERVICES PROCEDURE**

The Contractor shall provide emergency services for the generators listed in the contract on an as-needed basis, available **24 hours a day, seven (7) days a week**. These services will cover both parts and labor. Below are the procedures and expectations for emergency services:

### **1. Emergency Callout Response Time**

- The Contractor must respond to any emergency service request within **24 hours** of receiving the call unless otherwise approved by the McNeese Facility Maintenance Manager or their designee.
- If an extended response time is approved, the Contractor must adhere to the new date and time specified by the McNeese approver.

### **2. After-Hours Contact Information**

- The Contractor shall provide McNeese Facility Maintenance Manager with a **contact number** for after-hours and weekend emergency callouts.
- This contact information must be always kept up to date and available to McNeese representatives to ensure quick communication in case of an emergency.

### **3. Reporting After Emergency Callout**

After an emergency service call, the Contractor must provide McNeese Building Maintenance with a detailed **emergency service report** that includes the following information:

- **Date and Time of Arrival:** When the technician arrived on-site to address the issue.
- **Date and Time of Departure:** When the technician completed the service and left the premises.

- **Technician's Name:** The name of the technician who performed the work.
- **McNeese Representative's Name:** The name of the McNeese representative who made the request for service.
- **Generator Information:** Details about the generator that was worked on, including model and location.
- **Description of Symptoms:** A brief description of the symptoms or issues that led to the emergency callout.
- **Actions Taken:** A summary of the actions taken to resolve the issue, including any parts replaced or repairs performed.
- **Follow-up Recommendations:** If necessary, provide any recommendations for additional repairs, parts, or further maintenance required to prevent future issues.

#### 4. Additional Notes

- The Contractor shall be equipped and ready to handle all types of generator issues for the units listed under the contract.
- If repairs or additional work beyond the initial emergency service are needed, these should be communicated to the McNeese Facility Maintenance Manager for approval before proceeding.

By following these procedures, the Contractor ensures that emergency situations are handled promptly and professionally, minimizing downtime and ensuring the continuous operation of the generators. The detailed reporting also helps McNeese track service history and manage maintenance more effectively.

### **REPAIR PARTS AND MATERIALS**

#### **1. Labor and Hourly Rates**

- The Contractor shall provide hourly rates for all labor necessary to repair the generators specified in this contract.
- For repairs that fall outside of the routine preventative maintenance requirements, the Contractor must provide a detailed quote within 48 hours of identifying the repair need. These repairs should be completed promptly to ensure that all generators are running efficiently.

#### **2. Approval of Repairs**

- **Prior Approval Requirement:** All repairs must be approved by the McNeese Maintenance Manager before any materials are ordered or work is initiated. No parts or labor shall be used without this formal approval to ensure the repair aligns with budget and operational priorities.

### **3. Parts and Materials**

- OEM Parts Requirement: All repair parts must be Original Equipment Manufacturer (OEM) parts whenever available. This ensures the quality and compatibility of the parts with the generator systems.
- Aftermarket Parts: If OEM parts are not available, aftermarket products/parts may be used. The Contractor must verify that these parts meet or exceed the performance standards of the original components.
- Approval for Non-OEM Parts: The Contractor must notify McNeese's Building Maintenance Manager before using aftermarket parts and provide justification for their use.

### **4. Access to Parts and Timely Repairs**

- The Contractor must have access to major repair parts within 24 hours of identifying the need for repair.
- If additional time is required to obtain parts, the total time should not exceed 36 hours. In the event of a delay beyond this timeframe, the Contractor must notify the McNeese Building Maintenance Manager immediately, explaining the reason for the delay and the expected time for obtaining the necessary parts.

### **5. Proper Disposal of Used Materials**

- The Contractor is responsible for the proper disposal of all used materials and parts, including, but not limited to:
  - Fluids (e.g., oils, coolant, fuel)
  - Filters (oil, air, fuel)
  - Batteries
  - Gaskets and other worn-out components
- Disposal must comply with all local, state, and federal regulations regarding hazardous waste.

### **6. Communication and Reporting**

- Notification of Delays: If there are any delays in locating parts or materials that could impact repair timelines, the Contractor must inform McNeese's Building Maintenance Manager as soon as possible.
- Repair Completion Report: After completing any repair, the Contractor must provide a detailed report that includes:
  - Date and time of the repair.
  - A list of parts used (OEM or aftermarket) with part numbers.
  - A description of the repair actions taken.

- Any recommendations for follow-up repairs or additional maintenance required.

By following these procedures, the Contractor ensures that repairs are fully approved and documented before proceeding, and that all work is completed in compliance with McNeese's standards and expectations. This ensures cost control, timely repairs, and clear communication throughout the repair process.

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## **HOURLY RATES AND CHARGES**

Please indicate the applicable hourly rates for the following services:

### **1. Regular Service - Normal Working Hours**

- **Rate per Hour:** \$ \_\_\_\_\_
- **Working Hours:** Monday through Thursday, 7:30 AM – 5:00 PM; Friday, 7:30 AM – 11:30 AM

### **2. Overtime Service**

- **Rate per Hour:** \$ \_\_\_\_\_
- **Overtime Authorization:** **Must be authorized by University Representative** prior to starting any work outside of normal working hours.

### **3. Emergency Service**

- **Rate per Hour:** \$ \_\_\_\_\_
- **Availability:** 24 hours a day, 7 days a week.

**All travel related expenses must be included in your hourly rates (such as hotel, food, mileage, fuel, fuel surcharges, tolls, vehicle expenses, etc.).**

## INSURANCE REQUIREMENTS

A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED PRIOR TO WORKING ON CAMPUS AS FOLLOWS:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000.
2. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.

### \*\*\*WORKERS COMPENSATION INDEMNITY\*\*\*

IN THE EVENT THE CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT THE CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

THE CERTIFICATE PROVIDED MUST INCLUDE MCNEESE STATE UNIVERSITY, BOX 92415, LAKE CHARLES, LA 70609, AS AN ADDITIONAL INSURED AND THE CERTIFICATE HOLDER.